INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES" or "Department") and the Arizona Department of Health Services, Division of Behavioral Health Services ("ADHS/DBHS" or "Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §36-104 and 36-132

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

[Signature]

Procurement Officer Signature

Cathie G. Rodman
Printed Name

Procurement Manager

Title

[Date - 3/16/12]

DE 12-014938
ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRAANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: [Signature]
    Assistant Attorney General

Date: 3/16/12

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES, DIVISION OF BEHAVIORAL HEALTH SERVICES

[Signature]

Christine Ruth
Printed Name

Chief Procurement Officer

Title

[Date - March 8, 2012]

ADHS Contract No. HG232026
DES Contract No. DE12-014938
1.0 ADES VISION AND MISSION STATEMENTS
1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
1.2 ADES Mission: ADES promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES
2.1 This Intergovernmental Agreement (IGA) between ADES, Rehabilitation Services Administration (RSA) and ADHS/DBHS is a third party cooperative arrangement, as defined by the Rehabilitation Act of 1973, as amended, and its implementing Regulations 34 CFR 361.28), for providing enhanced and structured vocational rehabilitation (VR) services to individuals diagnosed with a serious mental illness (SMI) (hereafter referred to as “mutual clients”).
2.1.1 RSA is the administration within ADES that provide Vocational Rehabilitation (VR) services to individuals with various disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
2.1.2 ADHS/DBHS provides behavioral health services to individuals diagnosed with SMI as follows:
   a. ADHS/DBHS through Regional Behavioral Health Authorities (RBHAs) provides behavioral health services to individuals who are diagnosed with SMI and who are TITLE XIX enrolled clients (see the ADHS/DBHS Covered Behavioral Health Services Guide at http://www.azdhs.gov/bhs/ for descriptions of specific services);
   b. ADHS/DBHS provides limited behavioral health services for those individuals diagnosed with SMI who are not eligible for TITLE XIX (see Service Package for Non-Title XIX/XXI Persons Determined to Have a Serious Mental Illness at http://www.azdhs.gov/bhs/provider for descriptions of specific services).

3.0 TERM OF AGREEMENT
3.1 TERM
The term of this Agreement shall have an effective date of October 01, 2011 and shall end on September 30, 2016, unless otherwise agreed upon by both parties in writing.
3.2 EXTENSION
This Agreement may be extended through a written amendment by mutual agreement of the parties.
3.3 TERMINATION
3.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
3.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS
4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.
4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
   4.2.1 Change of telephone number.
   4.2.2 Change in authorized signatory.
   4.2.3 Change in the name and/or address of the person to whom notices are to be sent.
5.0  DEFINITIONS
NONE

6.0  PURPOSE OF AGREEMENT
6.1  Service delivery is dependent upon a philosophy, within both the mental health and
vocational rehabilitation systems that work and economic self-sufficiency are integral parts of
recovery and planning for individuals diagnosed with SMI, and that meaningful work provides
opportunities for their integration into community and reduces the need for expensive mental
health interventions.
6.2  The purposes of this Agreement are as follows:
6.2.1  Enhance the ability of the target population to take their rightful places as participating
members of the workforce and in their communities by increasing the number of successfully
employed mutual clients who are satisfied with their vocational roles and environments.
6.2.2  Enhance program delivery methods and provide customized employment services to mutual
clients by:
   a.  Expanding and providing a continuum of services when transitioning from prevocational
services to vocational services. Through service coordination between ADES/RSA and
ADHS/DBHS, a structured statewide referral process will be implemented to ensure the
quickest and highest level of care provided to mutual clients, while adhering to evidence-
based practice.
   b.  Training RSA staff to become specialized in the aspects of serious mental illness to
effectively serve mutual clients.
   c.  Reducing the current RSA eligibility determination period of sixty (60) days to thirty (30)
days in an effort to expedite service delivery.
   d.  Ensuring coordination, cooperation and collaboration efforts between ADHS/DBHS and
ADES/RSA through a coordinator position established by each agency.
   e.  Serving as a framework for bringing together the resources (non-monetary) of two
systems, building upon existing efforts and facilitating a broad spectrum of Joint State and
local initiatives.
6.2.3  Achieve the full inclusion of community partners in the service delivery, including Community
Rehabilitation Providers, persons receiving services, advocates, family members, employers,
training facilities, and other pertinent stakeholders from communities.
6.2.4  Provide procedures for coordination of services, conditions, terms, and interagency dispute
resolution.

7.0  MANNER OF FINANCING
7.1  There is no funding available in SFY 2012. This section may be amended if funding becomes
available.

8.0  SERVICE DESCRIPTION
8.1  Joint and coordinated service delivery will be accomplished through:
8.1.1  Service provision to mutual clients in the most integrated setting possible to meet their
vocational needs and integration in the community.
8.1.2  A continuum of service delivery when transitioning mutual clients within both service systems
(e.g. prevocational services to vocational services, job placement services to extended
supported employment services, etc.) as follows:
   a.  ADHS/DBHS, through RBHAs, have clinical program sites. Clinical Team/Recovery Team
members (e.g. Case Manager, Clinical Liaison, Psychiatrist/Nurse Practitioner,
Rehabilitation Specialist, Nurse, Behavioral Health Service Providers, etc.) will develop
and oversee Individualized Service Plans (ISP) ADES/RSA staff will be involved in ISP
development.
b. An RSA staff (e.g. VR Counselor, Unit Supervisor, and/or Rehabilitation Technician) will be
assigned to each RBHA clinical program site.
   1. The assigned RSA staff will visit the clinical program site a minimum of one day per
      month to provide orientation to VR services and/or other VR services that clients may
      need. In addition, RSA staff may provide VR services at a local VR office or at an
      alternative community location that best meets the needs of the client.
   2. RSA staff is responsible for eligibility determination, development of an Individualized
      Plan for Employment (IPE) as well as the provision of those VR services that will assist
      clients in achieving their vocational goals.
   3. ADHS/DBHS in coordination with the Regional Behavioral Health Authorities (RBHAs)
      will provide functional workspace for ADES/RSA staff to carry out the service
      objectives. "Functional workspace" includes a private area with a desk and chairs, for
      ADES/RSA staff to meet with clients, and access to a phone and computer with
      internet if phone and internet access are available.

8.1.3 Advocacy through joint efforts to advocate for and link mutual clients to community services
     to maximize existing and available supports (e.g. Pell Grants, University/Community College
     Student Services, faith-based organizations, One-Stop Center, etc.) to facilitate integration
     into the community.

8.2 Clients served through this Agreement shall be eligible for any and all services that they may
     otherwise receive from ADES/RSA and ADHS/DBHS without this Agreement.

9.0 RESPONSIBILITIES.
   ADES/RSA and ADHS/DBHS agree to the following responsibilities:

9.1 JOINT RESPONSIBILITIES. Both parties will:

9.1.1 Provide training and technical assistance related to vocational programming as follows:
   a. ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA
      Statewide Coordinator for Behavioral Health will identify a list of trainings to be offered
      annually in conjunction with the RBHAs.
   b. Training and technical assistance will be available to ADES/RSA and RBHA clinical staff
      who provide direct client services. Depending on training topics and availability of training
      staff, training may also be available to the following target groups:
         1. Community rehabilitation program staff and contracted providers,
         2. Persons receiving services, family members and advocates.

9.1.2 Provide technical assistance to each other in areas specific to roles, contracting and
     understanding of processes, policies and regulations.

9.1.3 If funds become available and upon agreement by both parties:
   a. Set aside funds for service development projects for Rural and Urban areas to develop
      new or to enhance existing programs based on best practices, innovative approaches, and
      network gaps. These funds will be set aside only if direct client services are covered and
      there are remaining funds.
   b. Establish a joint review and approval timeframe and process for funding proposals for
      development to ensure that projects funds are dispersed within 120 days of availability.

9.1.4 Participate jointly in Program Review and Quality Improvement processes as follows:
   a. ADES/RSA and ADHS/DBHS are responsible for conducting agency specific annual case
      file reviews and reporting any findings to the ADHS/DBHS Statewide Employment and
      Rehabilitation Coordinator and ADES/RSA Statewide Coordinator for Behavioral Health.
   b. ADES/RSA and ADHS/DBHS will use agency specific existing monitoring standards,
      whenever possible, when conducting reviews of mutual contracted providers. If unable to
      use existing monitoring standards, ADES/RSA and ADHS/DBHS will jointly develop
      monitoring standards and minimum program standards (e.g. array of jobs and settings,
      relationships with employers, outcomes).
9.1.5 Explore and agree to methods for improving programs and outcomes for persons diagnosed with serious mental illness in the following areas:
   a. Statewide Performance Improvement Activities as outlined in the regional Quarterly Rehabilitation Progress Reports and Employment Initiatives in the regional Adult System of Care Plans.
   b. ADES/RSA and ADHS/DBHS will actively participate in establishing, monitoring and tracking of statewide performance improvement activities to improve the quality and delivery of services through this agreement. During the third quarter of the fiscal year, ADHS/DBHS and ADES/RSA will jointly identify areas of focus for performance improvement activities. Performance improvement activities will be identified within 90 days of execution of this agreement for the first contract year. The focus areas will be based on recommendation from the IGA Advisory Committee.

9.1.6 Jointly apply for available Federal grants, when possible.

9.1.7 Engage in other activities and projects that lead to the recovery and employment of individuals diagnosed with serious mental illnesses.

9.1.8 Coordinate activities of the previously established Advisory Committee as follows:
   a. Ensure that the committee is comprised of, at a minimum, the following members:
      1. ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator;
      2. ADES/RSA Program Managers or their designees;
      3. ADHS/DBHS appointed RBHA Clinical Representatives;
      4. Mutual clients receiving services under this Agreement selected to participate based on recommendations from ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator and approved by the ADES/RSA and ADHS/DBHS administration;
      5. ADES/RSA and ADHS/DBHS contracted providers selected to participate based on recommendations from ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator and approved by the ADES/RSA and ADHS/DBHS administration; and
      6. Other interested parties will be informed of scheduled meetings and invited to attend as designated by ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Behavioral Health Coordinator, such as Tribal RBHAs and other communities.
   b. Organize meetings twice per year as follows:
      1. Review of ADHS/DBHS and ADES/RSA Quarterly Reports;
      2. Develop recommendations for the resolution of identified operational issues;
      3. Review and make recommendations for all parties involved in serving this target population regarding trainings, performance improvement activities, and service development projects;
      4. Forward minutes of the meetings to ADES/RSA and ADHS/DBHS management;
      5. Develop subcommittees as necessary.

9.2 ADHS/DBHS RESPONSIBILITIES

9.2.1 ADHS/DBHS shall include the Agreement’s requirements as a contract terms in its contracts with RBHA.

9.2.2 Provide behavioral health services to mutual clients, to include prevocational and Extended Supported Employment (ESE) services.
   a. If, due to locality, this is not possible, it is RBHA’s responsibility to determine alternative methods of implementing ESE services. Commitments to provide ESE services shall be made prior to the implementation of IPEs for individuals who have become enrolled in TITLE XIX, and who will need such supports.
   b. ESE services include, but are not limited to:
1. Assistance in maintaining employment to include:
   a. Job coaching, which consists of regular contacts with the client, client’s parents or guardians (if applicable), and/or the employer;
   b. Job counseling and/or job monitoring and related support services;

2. Assistance in assessment and identification of ongoing employment support needs, access to the resources necessary to meet those needs and natural and peer support environments.

c. Provision of ESE services:
   1. Mutual clients who are enrolled in TITLE XIX will be offered ESE services by RHBA’s contracted providers or funded directly by the RHBA. RSA will coordinate with the Clinical Team and the client the completion of a Coordination of Extended Supported Employment Form (Exhibit A) to secure funding for this service prior to IPE implementation.
   2. Mutual clients who are not enrolled in TITLE XIX do not receive RHBA funded ESE services. For these clients, prior to IPE implementation, ADES/RSA will pursue with determining Natural Supports in lieu of RHBA funded ESE services. If Natural Supports cannot be determined, then the RSA client will not be eligible for VR Supported Employment services, which are conditioned upon the availability of funding for ESE services.

9.2.3 Ensure that RHBAs participate in the activities outlined in this Agreement, including the development of collaborative protocols with ADES/RSA. The protocols shall specify the provision of ESE services by RHBAs and the mechanisms for communicating any changes in client ADES/RSA status.

9.2.4 Ensure that vocational rehabilitation needs of TITLE XIX clients are addressed in their Individual Service Plans (ISPs) as follows:
   a. RHBAs are responsible for initiating ISPs.
   b. Vocational choices, which may include any type of meaningful activity (paid or unpaid work experiences) and plans to support those choices, should prominently figure in all ISPs.
   c. VR Counselors are responsible for providing recommendations for open, eligible, and active VR clients, to be incorporated into clients’ ISPs and for completing Individual Service Plan Participation / Recommendation Form (Exhibit B).
   d. RHBAs are responsible for incorporating the information provided by VR Counselors into clients’ ISPs. If a RHBA chooses to utilize an existing method to extrapolate the exact information requested in Attachment B, the method shall be submitted to the ADHS/DBHS Statewide Employment and Rehabilitation Coordinator and ADES/RSA Statewide Coordinator for Behavioral Health for approval prior to use.

9.2.5 Establish an ADHS/DBHS Statewide Employment and Rehabilitation Coordinator position whose primary function is to oversee the requirements in the IGA including:
   a. Co-facilitating meetings/trainings with the ADES/RSA Statewide Coordinator for Behavioral Health, including IGA Advisory Committee meeting to be held twice a year rotationally within each region and additional ad hoc meetings if necessary;
   b. Co-facilitating quarterly IGA Core Group Meetings;
   c. Planning and proposing new programs and initiatives;
   d. Joint program review;
   e. Maintaining consistency of provision of services; and
   f. Oversight of the regional Quarterly Rehabilitation Progress Reports and Employment Initiatives in the regional Adult System of Care Plans.

9.2.6 In conjunction with the RHBAs, hold regular coordination meetings (at least once per quarter) within each region involving community providers, ADES/RSA staff and representative clinical staff to facilitate communication and planning. Participate and assist in the training of providers, counselors, and clinical teams.
9.3 ADES/RSA RESPONSIBILITIES

9.3.1 Provide vocational rehabilitation services to assist mutually eligible clients to become self-sufficient through meaningful and sustained work in support of their recovery process. An Individualized Plan for Employment (IPE) for each eligible client will be developed and the specific vocational rehabilitation services needed to achieve the employment outcome will be provided. Vocational rehabilitation services include, but are not limited to, the following:
   a. Vocational counseling and guidance;
   b. Career exploration, vocational assessment, job planning and supported education;
   c. Work exploration and work adjustment activities;
   d. Specific job preparation (including educational opportunities, on-the-job training, other skill building activities, retraining);
   e. Individual job development and placement;
   f. Transitional employment placements;
   g. Supported employment services will be provided consistent with the person’s individual needs, and until job stability is achieved;
   h. Vocational support services such as tools, supplies and assistive technology services (including adaptive aids/devices, etc.), as needed.

9.3.2 Train VR counselors to work with mutual clients in coordination with RHBA staff by:
   a. Participating at the highest level possible, but at a minimum of one time per month, as a member of the clinical/recovery team or upon request to:
      1. Discuss a potential referral when an individual intends to work
      2. Provide recommendations and/or information for those currently receiving vocational services through ADES/RSA.
   3. Coordinate with the Clinical Team the following:
      a. Completion of a Coordination of Extended Supported Employment Form (Attachment A) to secure funding for this service prior to IPE implementation.
      b. After the client’s achievement of a successful employment, transition from VR supported employment program to RHBA funded ESE service.
   4. For the clients who receive ESE services, participate in Annual Review meetings for clients closed as successfully rehabilitated by the ADES/RSA program to determine ongoing needs of the person.
   b. Discussing issues that may arise during the collaborative process and develop strategies to correct deficiencies and improve performance.

9.3.3 Provide vocational rehabilitation services through VR Counselors and/or service providers to meet the vocational needs of mutual clients.

9.3.4 Establish a ADES/RSA Statewide Behavioral Health Coordinator position whose primary functions will be to:
   a. Monitor and evaluate requirements of this agreement;
   b. Ensure that all goals and objectives assigned to ADES/RSA under this agreement are met;
   c. Cooperate and coordinate with the ADHS/DBHS Statewide Employment and Rehabilitation Coordinator the service provision under this agreement;
   d. Plan and propose new programs and initiatives;
   e. Jointly with ADHS/DBHS Statewide Employment and Rehabilitation Coordinator participate in program review to maintain consistency of the service provision;
   f. Provide technical support to ADES/RSA staff directly involved in the service delivery under this agreement;
   g. Facilitate an annual Statewide Training for VR staff members who work with Behavioral Health mutual clients.

10.0 REPORTING REQUIREMENTS

ADES Contract Number: DE 12-014938
10.1 ADHS/DBHS will submit to ADES/RSA Quarterly Reports to include the statistical penetration rate of mutual enrolled clients within both systems.

10.2 ADES/RSA will submit to ADHS/DBHS Quarterly Reports to include the following data:
10.2.1 Programmatic data:
   a. Number of applicants per region;
   b. Client eligibility/acceptance rates per region;
   c. Cumulative number of clients served per region;
   d. Median number of days from an ADES/RSA referral to an approved IPE;
   e. Number of persons placed on a waiting list as a result of the Order of Selection;
   f. Number of clients engaged in vocational activities (e.g. work experiences, preparation for work, supported employment, etc.) during the period;
   g. Data for persons successfully employed, including retention of employment, average wage and hours employed;
   h. Number of successful closures with ESE plan recommendations;
   i. Number of “reopened” cases and/or served in post-employment status (for persons who were successfully employed and closed);
   j. Number of VR Counselors who are working with mutual clients, both by Statewide and by RBHA;
   k. Number of caseloads of VR Counselors who are working with mutual clients;
   l. Percentage of clients with an SMI diagnosis on the designated caseload of the VR Counselors under this agreement.
10.2.2 Network/Service Delivery data
   a. Providers lost and/or gained that are jointly contracted with ADES/RSA and RBHAs, including the name of provider, contracted capacity, counties served, and an analysis of the impact on the sufficiency of the network, as applicable.
   b. Where, as a result of the loss of a provider, service provision or availability is impacted, ADES/RSA and ADHS/DBHS will develop a plan for addressing the gap and the plan for transitioning persons to appropriate alternate services.
10.2.3 Training data
   a. Trainings provided under this IGA during the quarter including a summary of the training evaluations and number of attendees, as applicable, including the cross-training of VR Counselors who are working with mutual clients.
   b. List of upcoming trainings to be conducted in the next quarter.
10.2.4 A protocol for developing joint programs/projects will be developed if funds are available.

10.3 Respective Quarterly Reports will be sent to the following addresses:
10.3.1 AZ Department of Economic Security
    Rehabilitation Services Administration
    ATTN: ADES/RSA Statewide Behavioral Health Coordinator
    1789 W. Jefferson St. 2NW Site Code 930A
    Phoenix, AZ 85007-3202

10.3.2 Arizona Department of Health Services
    Division of Behavioral Health
    ATTN: ADHS/DBHS Statewide Employment and Rehabilitation Coordinator
    150 North 18th Avenue
    Phoenix, AZ 85007

10.4 Quarterly Reports will be submitted according to the following schedule:
    Due Date:        For the reporting period:
    October 15      July 1 through September 30
    January 15      October 1 through December 31

ADES Contract Number: DE 12-014938
11.0 PAYMENT REQUIREMENTS
11.1 No payment transactions will transpire in SFY 2012 due to lack of funding. This section may be amended once funding is available.

12.0 NOTICES
12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
Organization:
Arizona Department of Health Service
Division of Behavioral Health
ATTN: ADHS/DBHS Statewide Employment and Rehabilitation Coordinator
150 North 18th Avenue
Phoenix, AZ 85007

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:
AZ Department of Economic Security
Rehabilitation Services Administration
ATTN: ADES/RSA Statewide Behavioral Health Coordinator
1789 W. Jefferson St. 2NW Site Code 930A
Phoenix, AZ 85007-3202

13.0 DISPOSITION OF PROPERTY
NONE

14.0 OTHER MATTERS
14.1 ADHS/DBHS has made reasonable efforts to enter into a Business Associate Agreement with ADES/RSA for disclosure of mutual client and potential information, including protected health information. However, ADHS/DBHS and ADES/RSA have not entered into a business Associate Agreement because ADES/RSA will not be able to meet all the requirements in the Business Associate Agreement. 45 CFR 164.504(e)(3)(ii) authorizes a governmental entity that is a covered entity (ADHS/DBHS) to disclose protected health information without a Business Associate Agreement to another governmental entity that is required by law to perform a function or activity on behalf of a covered entity or to provide a service described in the definition of business associate in 45 CFR 160.103 (ADES/RSA). 45 CFR 164.512 (a) authorizes disclosure by a covered entity (ADHS/DBHS) as required by law. The Arnold v. Sarn Joint Stipulation on Exit Criteria and Disengagement legally mandates ADHS/DBHS to make reasonable efforts to ensure that adequate supported employment and other appropriate vocational services for class members are funded and provided through ADES/RSA. ARS §36-503.02 (C) requires ADHS/DBHS to use funding reserved for individuals with Serious Mental Illness to provide vocational rehabilitation and other support services. ARS §36-3407 (6) requires ADHS/DBHS to contract for the provision of vocational rehabilitation services. Therefore, ADHS/DBHS, RBHAs, and RBHA providers may share verbal and written information with ADES/RSA regarding clients who are receiving Vocational Rehabilitation services as well as those clients who might be referred to the Vocational Rehabilitation program at a later date. This may include, but is not limited to, providing consumer referral packets, joint chart audits, and participation in clinical team staffings. The protected health information to be disclosed will be the minimum necessary to meet the legal mandate as implemented by the IGA. ADES/RSA and ADHS/DBHS shall comply with the provisions of the Arizona Administrative Code R6-4-405 for sharing client information with other agencies, individuals, or employers.

14.2 ADES/RSA will ensure protection of information disclosed to ADES/RSA by:
14.2.1 Maintaining confidentiality of Protected Health Information (PHI);  
14.2.2 Using or disclosing the PHI only as required by law or for the purpose for which the PHI was disclosed to the person;  
14.2.3 Notifying ADHS/DBHS when the person becomes aware that PHI confidentiality has been breached;  
14.2.4 Ensuring that all records containing PHI created by contractor, from or on behalf of the ADES/RSA will be retained for six (6) years from the date of creation or the date when it was last in effect, whichever is later.  
14.3 Disclosure from ADES/RSA to ADHS/DBHS will be the minimum necessary as needed for the purposes of this agreement; this may include:  
   a. Name and Current Contact Information  
   b. Date of Birth  
   c. Social Security Number  
   d. ADES/RSA Eligibility determination  
   e. ADES/RSA Order of Selection determination  
   f. Assessment documents  
   g. Psychological and vocational planning information, current  
   h. Individualized Plan for Employment, current  
   i. Progress reports, current  
   j. Closure information  
   k. ADES/RSA staff information, current  
   l. Other information to the extent required to meet the purposes of this agreement.  
14.4 Disclosure from ADHS/DBHS to ADES/RSA will be the minimum necessary, as needed, for the purposes of this agreement.  
14.4.1 For TITLE XIX enrolled clients, the referral packet will include:  
   a. SMI Determination / 2nd Level Review,  
   b. Annual Assessment (Part E),  
   c. Individual Service Plan,  
   d. Individual Service Plan Review/Update,  
   e. Progress Notes,  
   f. Medication Flow Sheet,  
   g. Psychiatric Evaluation,  
   h. Any relevant Vocational Assessment,  
   i. Copy of driver's license / State issued I.D. / Social Security Card,  
   j. SSA Award Letter, and  
   k. Other information to the extent required to meet the purposes of this agreement  
14.4.2 For Non-TITLE XIX enrolled clients, the point of contact for ADES/RSA to request a referral packet from ADHS/DBHS is the Acute Health Plan Provider Coordinator (AHPPC), or its designee. The AHPPC is accountable to determine the method that will result in the most efficient referral process, per RBHA. The referral packet will include:  
   a. Initial Assessment, including SMI Determination,  
   b. Psychiatric Progress Notes, and  
   c. Any other pertinent information, based upon availability of such information, to assist in making an expedited eligibility decision.  

15.0 APPLICABLE LAW  
15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.  

16.0 ARBITRATION
16.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

17.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR
17.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
1. Reduce payments or units authorized;
2. Accept a decrease in price offered by the contractor
3. Cancel the Agreement
4. Cancel the Agreement and re-write the requirements.
5. The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

18.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR
18.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.0 CONFLICT OF INTEREST
19.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

20.0 DATA SHARING AGREEMENT
20.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT
21.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
21.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the
Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

22.0 INDEMNIFICATION
22.1 Indemnification for Contractor:
22.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

22.2 Indemnification for Subcontractor
22.2.1 In addition, ADHS/DBHS shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of ADHS/DBHS' contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

23.0 INSURANCE REQUIREMENTS
23.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA: None.

23.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:
(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.
1. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.
   1. Commercial General Liability – Occurrence Form
      Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
      - General Aggregate $2,000,000
      - Products – Completed Operations Aggregate $1,000,000
      - Personal and Advertising Injury $1,000,000
      - Blanket Contractual Liability – Written and Oral $1,000,000
• Fire Legal Liability $ 50,000
• Each Occurrence $1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor". (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)
c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.
Combined Single Limit (CSL): $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, it's departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability
• Workers' Compensation
• Statutory
• Employers' Liability
• Each Accident $ 500,000
• Disease – Each Employee $ 500,000
• Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the
appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
   1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
   2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
   3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA’S RISK MANAGEMENT SECTION.**

6. **Subcontractors:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

24.0 **IT 508 COMPLIANCE**
24.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

25.0 **NON-AVAILABILITY OF FUNDS**
25.1 In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

26.0 **NON-DISCRIMINATION**
26.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

27.0 **OFFSHORE PERFORMANCE OF WORK PROHIBITED**
27.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or ‘overhead’ services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

28.0 **RIGHT OF OFFSET**
28.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor’s non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

29.0 **SCRUTINIZED BUSINESS**
29.1 In accordance with ARS §35-391.06 and ARS §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

30.0 **ATTACHMENTS**
30.1 None.

31.0 **EXHIBITS:**
31.1 Coordination of Extended Supported Employment Form (Exhibit A)
31.2 Individual Service Plan Participation/Recommendation Form (Exhibit B)
ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

Coordination of Extended Supported Employment Services

PART 1. NEED FOR EXTENDED SUPPORTED EMPLOYMENT (ESE) SERVICES
(To be completed after VR Eligibility determination - prior to IPE implementation)

Client's Name: _______________________________ Phone #: ________________
Address: ___________________________________________ Phone #: ___________

Guardian's Name: ______________________________ Phone #: ________________
Address (No, Street, City, State) ___________________________ Phone #: __________

VR Counselor's Name: ___________________________ Phone #: ________________
BHS/RBHA or DDD Case Manager/Spt Coordinator: ________________________ Phone #: __________

Clinic Site:

Major Disabling Condition(s): ☐ DD ☐ SMI ☐ Other (Specify):

Extended supported employment (ESE) services will be needed in order for this individual to maintain employment upon successful completion of the VR program (a copy of a complete VR IPE will be provided to appropriate rep.)

The planned source for ESE services will be:
☐ DDD ☐ ADHS/RBHA ☐ Other (Specify): ___________

Planned Completion (i.e. Projected VR Status 22 Date when ESE will begin) date: ___________

Certification that all parties concur with this IPE, and are committed to support this plan (including the provision of all necessary extended supported employment services) when the VR IPE is completed:

BHS/RBHA or DDD Representative: ___________________________ Date: ___________

VR Representative: ___________________________ Date: ___________

PART II. PLAN FOR PROVISION OF EXTENDED EMPLOYMENT SUPPORTS
(To be completed when a client is successfully employed and VR IPE services are completed (Status 22)

Actual date on which client was determined to be successfully employed (Status 22): ___________

Client is currently employed and receiving employment support services: ☐ Yes ☐ No

Employer's Name: ___________________________ Phone #: ________________

Employer's Address (No., Street, City): ___________________________ Phone #: ________________

Name of Employer Contact person: ___________________________ Phone #: ________________

Number of hours working per week (minimum is 10): ___________ Wages paid per hour: ___________

Provider of Extended Supported Employment Services:

Agency Name: _____________________________________________
Address: _________________________________________________

Contact Name and Phone #: _________________________________
Describe the ongoing employment support service(s) the client is/will be receiving while employed.

Type/level of support services: ____________________________________________________________

Frequency of Contacts:

Source(s) of Payment:

Describe client's employment and how this employment (Status 22) is "successful" (in terms of: it's consistency with client's "strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice", level of integration and wages; availability of benefits, and stability ).

Job Title:

Job Duties:

This employment can be considered successful at this time because: ____________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Besides job coaching, what other continuing involvement of DDD, RBHA, school, and/or significant others is being provided in supporting client's continuing employment (e.g. maintenance of an IRWE, case management, transportation or other supports, group home, etc.).

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Planned Annual Review date:

Certification that this transition plan has been discussed and agreed on by all parties. This plan provides for all of the necessary supports needed for this client to remain employed:

BHS/RBHA or DDD Representative Signature: __________________________ Date: __________

VR Representative Signature: __________________________ Date: __________

BHA/ESS Representative Signature (if different): __________________________ Date: __________

Provider of Supported Employment Svcs Signature: __________________________ Date: __________

Client's Signature: __________________________ Date: __________

Parent/Guardian Signature: __________________________ Date: __________
Individual Service Plan
Participation / Recommendation Form

This form is to be initiated by the T/RBHA and completed by the RSA VR Counselor, upon request of member’s clinical team, on the clients who are open, eligible and active in the VR Program.

<table>
<thead>
<tr>
<th>RSA VR Counselor Name:</th>
<th>Date Needed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Member Name:</th>
<th>Member DOB:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Please mark one or more of the following, that best describe(s) the member’s status in the VR Program:

<table>
<thead>
<tr>
<th>Currently in Individualized Plan for Employment (IPE), but not actively pursuing goal at this time</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currently In Individualized Plan for Employment (IPE), and actively pursuing vocational goal</td>
<td>□</td>
</tr>
<tr>
<td>Currently employed</td>
<td>□</td>
</tr>
<tr>
<td>Currently in school or training program</td>
<td>□</td>
</tr>
<tr>
<td>Other:</td>
<td>□</td>
</tr>
</tbody>
</table>

In the space below, please describe the member’s vocational goal. What type of employment does the member wish to pursue?

In the space below, please describe any and all activities the member is currently working on to reach employment goal (this may include volunteer work):

In the space below, please list any additional information that may be helpful for the Clinical Team to know about the member or that should be included in the Individual Service Plan:

Please complete this form and return to the clinical team before the client’s scheduled Adult Team Meeting / ISP Planning Meeting.

*** This form should be filed in the member’s medical record with the ISP ***